

EXHIBIT "4"

Republic of the Philippines  
Department of Labor and Employment  
NATIONAL LABOR RELATIONS COMMISSION  
Sub-Regional Arbitration Branch VI  
Halo City

MAR 16 2004

JOSEFINA M. GONZALES,  
*Complainant,*

-versus-

SRAB NLRC CASE NO. 66 Cited (N) of 03-000

BRIGHT MARITIME CORPORATION  
and ETERNITY SHIPPING LTD.,  
*Respondents.*

X-----X

**COMPLAINT**

COMPLAINANT, by counsel, unto the Honorable Labor Arbiter, most respectfully alleges:

**THE PARTIES**

1. Complainant is of legal age, Filipino Citizen, widow and a resident of Miramar Compound, Burgos Street, Halo City, Philippines, where she may be served with summons and other processes issued by the Honorable Labor Arbiter;
2. Respondent Bright Maritime Company is a corporation duly created under the laws of the Republic of the Philippines, with postal address and may be served with summons at Ground Floor, Columbian International Towers, 500 Santol Street, Sta. Mesa, Manila, Philippines;
3. Respondent Eternity Shipping Ltd., per information gathered, is a Greek company with principal place of business in Athens, Greece;

**FIRST CAUSE OF ACTION**

4. The complainant is the mother of Juan M. Gonzales, Jr. who died intestate on July 29, 2000, at Baltimore, Maryland, United States of America;
5. On 14 January 2000, respondent Bright Maritime Corporation, acting as agent for and in behalf of Eternity Shipping Limited, represented by its President, Desiree P.

DUPLICATE COPY

Tenorio, entered into a contract of employment with Juan M. Gonzales, Jr., as evidenced by a Contract of Employment, a copy of which is hereto attached as Annex "A";

6. The terms and conditions of the contract of employment provides that Juan M. Gonzales, Jr. will be assigned as AB of vessel MV Leon I for the period of nine (9) months plus three (3) months, if both parties consent;

7. On July 29, 2000, while Juan M. Gonzales, Jr. was working on board the vessel MV Leon I and in the course of the performance of his functions as AB, he met an accident which caused him severe injuries, resulting to his immediate death;

8. Certificate of Death of Juan M. Gonzales, Jr. is hereto attached as Annex "B";

9. As provided in the Standard Employment Contract (SEC) for Seafarers, the compensation and benefits to be given in case of death of a seafarer which are payable to his beneficiaries are based on the following schedule:

In case of Death	: US \$50,000.00
Additional amount to each child under 21 years old but limited to only four (4) children	7,000.00
Where death is caused by warlike activity while sailing within the declared war zone or war risk areas	Double Compensation
For burial expenses at the exchange rate prevailing, during the time of payment	1,000.00;

10. Since Juan M. Gonzales, Jr. was not married and had no legitimate, legitimated or illegitimate children, the complainant, as the sole beneficiary, is entitled to compensation and benefits in the total amount of FIFTY ONE THOUSAND U.S. DOLLARS (\$51,000.00), broken down as follows:

Death	: U.S. \$50,000.00
Burial	: <u>1,000.00</u>
	U.S. \$51,000.00

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11. This entitlement to compensation and benefits by the complainant as beneficiary of Juan M. Gonzales, Jr. based on the Standard Employment Contract (SEC) is very clear under the law and is not subjected to any other terms and conditions;

12. That in fairness to the respondents, within two (2) months from the death of Juan M. Gonzales, Jr., the respondents tendered to the complainant, through the latter's representative, the amount of US \$60,000.00 as compensation and benefits in connection with the death of Mr. Gonzales, however, they required the complainant to execute a general waiver and quitclaim;

13. Because the complainant does not want to waive her rights to initiate any possible action against those who might be held liable for the death of her son based on laws of foreign countries, the payment of compensation and benefits offered by the respondents was withdrawn;

14. The complainant made it very clear that she wanted to get from the respondents the amount equivalent to FIFTY ONE THOUSAND US DOLLARS (\$51,000.00) since this amount represents the entitlement of the complainant to the benefits and compensation provided under the Philippine Law specifically based on the Standard Employment Contract (SEC) for Seafarers;

15. Due to the refusal of the respondents to pay the amount of FIFTY ONE THOUSAND US DOLLARS (\$51,000.00) unless the complainant sign a general waiver, complainant through her counsel and attorney-in-fact demanded from the respondents payment of the stated amount but despite several letters made and received by the respondents, the latter still refused to pay the amount demanded;

16. The complainant has the absolute and legal right to demand for the payment of said amount because Juan M. Gonzales died intestate and was single at the time of his death;

17. The affidavit of the complainant properly witnessed by her children is hereto attached as Annex "C";

REPUBLIC OF THE PHILIPPINES)  
CITY OF ILOILO I.S.S.  
X-----X

**VERIFICATION AND CERTIFICATION**

I, JOSEFINA M. GONZALES, of legal age, Filipino Citizen, widow and a resident of Miramar Compound, Burgos Street, Iloilo City, Philippines, under oath hereby depose and state:


That I am the complainant in the above-entitled case; I have caused the preparation of the foregoing complaint; and I have read and understood the contents thereof, and all allegations contained therein are true and correct to the best of my personal knowledge;

I further certify that no complaint, petition or any other action or proceeding involving the same issue has been commenced in the Supreme Court, Court of Appeals, the different divisions thereof or any tribunal or agency, and to the best of my knowledge, no such action or proceeding has been filed or is pending before the above-mentioned courts. Should there be one, I hereby undertake to inform the Honorable Labor Arbitrer within five (5) days from knowledge of such information.

IN WITNESS WHEREOF, I have hereunto set my hand on this 01 day of March, 2001, at Iloilo City, Philippines.

  
JOSEFINA M. GONZALES  
Affiant

SUBSCRIBED AND SWORN to before me on this 01 day of March, 2001 at Iloilo City, Philippines. Affiant is a senior citizen.

  
VON LOVEL D. REDONA  
Notary Public  
Until December 31, 2001  
P.T.R. No. 0237979  
Iloilo City/January 3, 2001

Doc. No. 834  
Page No. 99  
Book no. 51  
Series of 2001.

## APPENDIX 3

Republic of the Philippines  
Department of Labor and Employment  
PHILIPPINE OVERSEAS EMPLOYMENT ADMINISTRATION

## CONTRACT OF EMPLOYMENT

## KNOW ALL MEN BY THESE PRESENTS:

This contract, entered into voluntarily by and between:

Name of Seafarer: GONZALES JR., JUAN M.  
Address: MIRAMAR COMPD. BURGOS ST. ILOILO CITY  
SIRB No. A455155 SRC No. 0383544-99  
License No. \_\_\_\_\_  
hereinafter referred to as the Employee.

and

Name of Agent: BRIGHT MARITIME CORPORATION  
For and in behalf of ETERNITY SHIPPING LTD  
(Principal/Country)  
for the following vessel: MV LEON I  
Name of Vessel: \_\_\_\_\_  
Official Number: \_\_\_\_\_ Gross Registered Tonnage (GRT) 19872  
Flag: MALTA Year Built: 1982 Classification Society ABS  
hereinafter referred to as the Employer.

## WITNESSETH

- That the Employee shall be employed on board under the following terms and conditions:  
1.1 Duration of Contract: 9 MONTHS + 3 MONTHS BOTH PARTIES CONSENT  
1.2 Position: AB  
1.3 Basic Monthly Salary: 380 USD + 38 USD ALLOW  
1.4 Hours of Work: 48 HOURS/WEEK  
1.5 Overtime: 114 USD ( 90 HOURS/MONTH )  
1.6 Vacation Leave with Pay: 38 USD/MONTH  
1.7 Point of Hire: MANILA, PHILIPPINES
- The terms and conditions of the revised Employment Contract for seafarers governing the employment of all Filipino seafarers approved per Department Order No. 33 and Memorandum Circular No. 55 series of 1996 shall be strictly and faithfully observed.
- Any alterations or changes, in any part of this Contract shall be evaluated, verified, processed and approved by the Philippine Overseas Employment Administration (POEA). Upon approval, the same shall be deemed an integral part of the Standard Employment Contract (SEC) for seafarers.
- All claims, complaints or controversies relative to the implementation of the overseas employment contract shall be resolved through the established Grievance Machinery in the Revised Employment Contract for Seafarers. If result of the procedures is unsatisfactory to any of the parties, it may be appealed to the management of the company or with the Philippine Labor Attache or Consular officer overseas. This procedure shall be without prejudice to any action that the parties may take before the appropriate authority.
- Violations of the terms and conditions of this Contract with its approved addendum shall be a ground for disciplinary action against the erring party.

IN WITNESS WHEREOF the parties have hereto set their hands this 14TH day of JAN. 2000 at MANILA Philippines.

GONZALES JR., JUAN

Seafarer

DESIRE P. GARCIA/PRES.

For the Employer

19 JAN 2000

Date

Verified and approved by the POEA

Signature of POEA Official



Municipal Form No. 103 (Revised January 1993)		(To be accomplished in quadruplicate)		REMARKS/ANNOTATION	
Republic of the Philippines <b>OFFICE OF THE CIVIL REGISTRAR GENERAL</b> <b>CERTIFICATE OF DEATH</b> (Fill out completely, accurately and legibly. Use ink or typewriter. Place X before the appropriate answer in Items 2, 3, 13, 15, 16, 18, 19, 21 and 23.)				<b>A CERTIFIED TRANSCRIPTION COPY:</b>  <i>[Signature]</i> <b>TERESITA U. JACOMILLE</b> <b>CITY CIVIL REGISTRAR</b>	
Province <u>Iloilo</u> City/Municipality <u>Iloilo City</u>		Registry No. <u>17 a-75</u>			
<b>1. NAME</b> (First) (Middle) (Last) <u>JUAN</u> <u>IZADA</u> <u>GONZALES</u>					
<b>2. SEX</b> <input type="checkbox"/> MALE <input checked="" type="checkbox"/> FEMALE		<b>3. RELIGION</b> <input type="checkbox"/> Roman Catholic <input type="checkbox"/> Other		<b>4. AGE</b> a. 1 YEAR OR ABOVE Completed years <u>2</u> b. UNDER 1 YEAR Months <u>1</u> Days <u>0</u> c. UNDER 1 DAY Hrs/Mn/Sec	
<b>5. PLACE OF DEATH</b> (Name of Hospital/Clinic/Institution/ House No., Street, Barangay) (City/Municipality) (Province) <u>Iloilo Doctor's Hospital</u>					
<b>6. DATE OF DEATH</b> (day) (month) (year) <u>30</u> <u>Dec.</u> <u>1974</u>		<b>7. CITIZENSHIP</b> <u>Phil.</u>			
<b>8. RESIDENCE</b> House No., Street, Barangay (City/Municipality) (Province) <u>Rizal St., Iloilo City</u>					
<b>9. CIVIL STATUS</b> <input type="checkbox"/> 1 Single <input checked="" type="checkbox"/> 2 Married <input type="checkbox"/> 3 Widowed <input type="checkbox"/> 4 Others <input type="checkbox"/> 5 Unknown		<b>10. OCCUPATION</b>			
<b>MEDICAL CERTIFICATE</b> (For ages 0 to 7 days, accomplish Items 11-17 at the back)					
<b>17. CAUSES OF DEATH</b> Interval Between Onset and Death I. Immediate cause : a. <u>PTB, Bilateral</u> <u>Pneumothorax (Prior to admission)</u> Antecedent cause : b. <u>Plural adhesions</u> Underlying cause : c. _____ II. Other significant conditions contributing to death: _____					
<b>8. DEATH BY NON-NATURAL CAUSES</b> a. Manner of Death <input type="checkbox"/> 1 Homicide <input type="checkbox"/> 2 Suicide <input type="checkbox"/> 3 Accident <input type="checkbox"/> 4 Others (Specify) _____ b. Place of Occurrence (e.g. home, farm, factory, street, sea, etc.) _____					
<b>9. ATTENDANT</b> If attended, state duration: <input type="checkbox"/> 1 Private Physician <input type="checkbox"/> 4 None From _____ To _____ <input type="checkbox"/> 2 Public Health Officer <input type="checkbox"/> 5 Others (Specify) _____ <input type="checkbox"/> 3 Hospital Authority					
<b>10. CERTIFICATION OF DEATH</b> I hereby certify that the foregoing particulars are correct as near as same can be ascertained and I further certify that I <input type="checkbox"/> have not attended the deceased <input checked="" type="checkbox"/> have attended the deceased and that death occurred at <u>6:00 AM</u> on the date indicated above.					
Signature <u>SGD.</u> Name in Print <u>BENJAMIN LOMBAY M.D.</u> Title or Position _____ Address <u>St. Elizabeth Center, Valencia St., Iloilo</u> Date <u>Dec. 30, 1974</u>		<b>REVIEWED BY:</b> _____ _____ _____			
<b>11. CORPSE DISPOSAL</b> <input type="checkbox"/> 1 Burial <input type="checkbox"/> 2 Cremation <input type="checkbox"/> 3 Other (Specify) _____		<b>22. BURIAL/CREMATION PERMIT</b> Number <u>6271021</u> Date issued <u>12-31-74</u>		<b>23. AUTOPSY</b> <input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No	
<b>12. NAME OF CEMETERY OR CREMATORY</b> <u>Cem. Tanza, Iloilo City</u>					
<b>13. INFORMANT</b> Signature <u>[Signature]</u> Address <u>Rizal St., Iloilo</u> Name in Print <u>JANE GONZALES</u> Relationship to the deceased <u>daughter</u> Date _____					
<b>14. PREPARED BY</b> Signature _____ Name in Print _____ Title or Position _____ Date _____		<b>27. RECEIVED AT THE OFFICE OF THE CIVIL REGISTRAR</b> Signature <u>SGD.</u> Name in Print <u>D. A. DIANATA</u> Title or Position _____ Date <u>1-2-75</u>			

Republic of the Philippines )  
 City of Iloilo ) S.S.  
 X ..... X

### AFFIDAVIT OF SETTLEMENT OF ESTATE

**JOSEFINA M. GONZALES**, after first being sworn according to law, deposes and sayeth:

1. That she is of legal age, Filipino Citizen, widow with residence and postal address at Miramar Compound, Burgos Street, Iloilo City, Philippines;
2. That **JUAN M. GONZALES, JR.**, her son, died intestate in Baltimore, Maryland, United States of America on July 29, 2000 leaving only personal properties which at present time still subject of inventory;
3. That due to the death of Juan M. Gonzales, Jr., his heir/beneficiary is legally entitled to the amount of **FIFTY ONE THOUSAND U. S. DOLLARS (\$51,000.00)** for the following:

Compensation/privilege for death:	\$ 50,000.00
For burial	1,000.00

\$ 51,000.00

4. That the decedent has left no known debts or obligation that have remained unpaid or unsettled; neither has he left any ascendants or descendants or any other heirs entitled to succeed to her estate, except the herein affiant who is his mother;

WHEREFORE, invoking the provision of Section 1, Rule 74 of the Rules of Court, the herein affiant does hereby adjudicate unto herself the entire estate hereinabove described, subject only to contingent liabilities to the creditors, heirs and other persons who might have been deprived of lawful participation therein, for a period of two (2) years from and after the settlement and distribution of said estate, in accordance with Section 4, Rule 74 of the Rules of Court.

Further, affiant sayeth naught.

Done in the City of Iloilo, Philippines, on this 5<sup>th</sup> day of March, 2001.

*Josefina M. Gonzales*  
**JOSEFINA M. GONZALES**  
 Affiant

Signed in the presence of:


*[Signature]* & *[Signature]*

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BEFORE ME, notary public for and in the city and province of Iloilo, Philippines, on this 5<sup>th</sup> day of March, 2001, personally appeared Joaquina M. Gonzales, senior citizen, known to me to be the same person who executed the foregoing instrument and she acknowledged to me that the same is her free and voluntary act and deed.

This instrument consisting of two (2) pages including this page whereon the acknowledgment is written, signed by the affiant and her instrumental witnesses, refers to Affidavit of Settlement of Estate.

WITNESS MY HAND AND SEAL.

  
**VON LOYEL D. REDONA**  
Notary Public  
Until December 31, 2001  
P.T.R. No. 0237979  
Issued at Iloilo City  
Issued on January 31, 2001

Doc. No. 229;  
Page No. 49;  
Book No. XVI;  
Series of 2001.